

Assignment 11-19-81 6/28/81 Pg 269-288 Lincoln 1112 84 Book 156 C-1 pg 184-185, 20  
 Lincoln 1112 84 Book 156 C-1 pg 184-185, 20

Form 88—(Producers)  
 Kan., Okla. & Colo. 1963 Rev. (JW) B.W. OIL AND GAS LEASE  
 Assignment 1-20-81 Ac 233 Pg. 561-5.

THIS AGREEMENT MADE AND ENTERED INTO THIS 3RD DAY OF

February, 1981.

BY AND BETWEEN Lewis Poore, a/k/a Louis Poore, a/k/a Louis C. Poore, a single man  
 1315 North Cass, #6, Milwaukee, Wisconsin 53202

ONE OR MORE, AND WITNESSED BY Wilbanks & Associates, Inc., 1860 Lincoln Street, Denver, Colorado 80202.

TEN AND MORE

TO THE END THAT THE LESSOR, FOR AND IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREINFTER CONTAINED, DIES HEREBY GRANT, LEASE AND LET UNDER THE WORDS STATED IN THE PRECEDING PARAGRAPH, THE LAND LOCATED IN THE STATE OF COLORADO, COUNTY OF LARIMER, TOWNSHIP 2 SOUTH, RANGE 1 WEST, U.S.M., DESCRIBED AS FOLLOWS:

THE SAME BEING AND CONTAINING THE FOLLOWING DESCRIBED LAND FOR THE PURPOSE OF CARRYING ON GEOPHYSICAL, PROSPECTUAL AND OTHER EXPLORATORY OPERATIONS, INCLUDING CORE DRILLING, AND THE PRODUCTION, PURCHASE, PURIFYING, PROCESSING, TRANSPORTATION AND MARKETING OF CRUDE OIL AND GAS, NATURE GAS, GASOLINE, KEROSENE, DISTILLATE, GASOLINE, GAS, CRUDE OIL, AND OTHER SUBSTANCES PRODUCED IN CONNECTION WITH ALL AND OTHER COMMODITIES THEREON, AND ALL EQUIPMENT OF ANY KIND, AND THE EXCLUSIVE RIGHT OF INJECTING WATER, BRAIN AND OTHER LIQUIDS AND SUBSTANCES INTO THE SUBSTRATE STRATA; AND THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PIPE LINES, TRENCHES, TUBES, PUMPS, HEADWAYS AND OTHER FACILITIES AND STRUCTURES FOR PROSPECTING, DRILLING, PRODUCING AND OTHER OPERATIONS AND ANY AND ALL OTHER RIGHTS AND PRIVILEGES NECESSARY, PROVIDED THAT THE CONSTRUCTION IN THE ECONOMICAL OR EFFICIENT OPERATION OF THE PROBLEMS, TRENCHES, HEADWAYS AND OTHER CONSTRUCTIONS INTO THE SUBSTRATE STRATA OF LAND OWNED OR CONTROLLED BY THE LESSOR, TO PRODUCE, TAKE CARE OF AND PROTECT THE PROBLEMS AND SUBSTANCES AND THE PROBLEMS OF WATER AND OTHER SUBSTANCES INTO THE SUBSTRATE STRATA OF LAND OWNED OR CONTROLLED BY THE LESSOR, TO PRODUCE, TAKE CARE OF AND PROTECT THE PROBLEMS AND SUBSTANCES AND THE PROBLEMS OF WATER

Duchesne

State of Utah

AND CONTINUED AS FOLLOWS:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A" attached to and made a part of Oil and Gas Lease dated February 3, 1981, by and between Lewis Poore, a/k/a Louis Poore, a/k/a Louis C. Poore, a single man, 1315 North Cass, #6, Milwaukee, Wisconsin 53202, as LESSOR, and Wilbanks & Associates, Inc., as LESSEE.

TOWNSHIP 2 SOUTH, RANGE 1 WEST, U.S.M.

Section 20: S<sub>2</sub>S<sub>4</sub>

Section 28: SW<sub>1</sub>SW<sub>4</sub>

ALSO THE TRACT: Beginning at the NW corner of the SW<sub>1</sub>SW<sub>4</sub> of said Section 28, and running thence East 43.0 rods; thence South 15.0 rods; thence Northeastly to a point 5.0 rods South of the NE corner of the SW<sub>1</sub>SW<sub>4</sub> of said Section 28; thence South 75.0 rods; thence West 60.0 rods; thence North 60.0 rods to the place of beginning.

Section 30: Lots 3 and 4, E<sub>1</sub>SW<sub>4</sub>

TOWNSHIP 2 SOUTH, RANGE 2 WEST, U.S.M.

Section 24: S<sub>2</sub>SW<sub>4</sub>, SW<sub>1</sub>SE<sub>1</sub>

Section 25: NW<sub>1</sub>NW<sub>4</sub>, NW<sub>1</sub>SW<sub>4</sub>, S<sub>2</sub>SW<sub>4</sub>, SE<sub>1</sub>

Wherever the term one-eighth (1/8th) appears in this lease, it shall by this reference be amended to read one-sixth (1/6th).

Signed for Identification

Louis G. Poore

Grantor hereby reserves all rights on the lease premises, including the right to draw and remove all casing. Any structures and facilities placed on the lease premises by lessee for operation of the same area or wells on the lease premises drilled or used for the production of oil, gas or other fluids may also be used for lessee's operation on other lands in the same area. The right to so use such facilities may be continued beyond the term of this lease by payment in advance of the sum of One Hundred Dollars (\$100.00) per year, to be paid to the trustee at the rate of \$100 per rod to any house or barn now on the premises with the consent of lessor. Lessee is granted the right, from time to time while this lease is in force, to cast into a separate operating unit or wholly all or any part of the land covered by this lease pool by the lessee thereof, when in lessee's judgment, for the best interests of lessee, to obtain a multiple production allowable from any governmental agency or authority in order to promote conservation, to prevent drilling or operate the land and interests to be pooled or obtained by pooling or otherwise for the best interest of lessee, any portion or portions of the lease premises. Any unit formed by such pooling shall be subject to drilling or operating or cornering tracts and shall not exceed 640 acres for gas, gas plus oil or oil and gas, or shall not exceed 160 acres for any other substance covered by this lease. Any pooling or unit created by a governmental regulation or order shall prescribe a spacing pattern for the development of all lands where the area described, land or a portion thereof, in located, or allocate a producing unit to each, based on average per well, when any such unit may embrace as much additional acreage as is necessary to permit the pooling or uniting of all lands within the unit. The area, unit or units, zones or formations and substances pooled shall be set forth by lessee in a "Declaration of Pooling" filed for record in the office of the county in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In the absence of such pooling, or when no such date is so specified, except for gas well royalties, lessee shall receive no production from an area so pooled only such portion of the royalties which, in the pooled area, bears the same ratio to the amount of the surface acreage affected as the amount of the surface acreage of this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or affect any pooling or uniting of any title to any leasehold, royalty or other interest pooled pursuant hereto. The management and control of the pool, except for other drilling operations, the completion on, or such drilling operations to be conducted upon, the lands covered by this lease whether or not such well is located upon, or such other conditions are conducted upon, and cutting and lifting of record in the county or counties in which the pooled area is located, in the event of termination or termination in some effective manner.

10. The rights of either party hereunder may be assigned in whole or in part, provided, however, provisions herein shall extend to their heirs, successors and assigns, but no change or division of any interest in this lease, or any part of the same, shall be deemed to release, release or increase the obligations or burdens of the lessor, or diminish her rights, or to bind his heirs or successors in any way, or to release or increase the obligations or burdens of the lessee, or diminish his rights, or to bind his heirs or successors in any way, in respect of any liability or obligation arising from this lease.

11. In the event lessor or his heirs or assigns fails to comply with any obligation hereunder, express or implied, lessor shall notify lessee in writing, specifying in what respect, lessor's lease has breached this lease. The service of such notice and cause of sixty (60) days without lesser meeting or concurring to meet the alleged breaches shall be a condition precedent to any action by lessor for any cause. If, within such 60 day period after the receipt of such notice lessor shall meet or concur to meet the breaches alleged by lessor, lessor's lease shall not be deemed in default hereunder.

12. In the event lessor or his heirs or assigns holds an interest other than the entire fee or mineral estate (whether or not a leasehold interest is stated above), the rentals and royalties herein provided shall be paid to lessor only, except the consideration that his interest bears to the entire fee or mineral estate. However, during the term of this lease any reversion of interest to lessor should occur, then and in that event, the new interest holding anniversary after lessor shall have received notice of the existence of such reversion and shall have furnished lessor with satisfactory proof thereof, the rental shall be increased to cover the additional interest so acquired by the lessor.

13. All provisions herein expressed or implied shall be subject to all federal and state laws and the customs, rules and regulations of all governmental agencies administering the same, and failure to comply with any of the express or implied covenants herein to the extent of such non-compliance with such laws, rules, customs, rules or regulations, or interpretations thereof by such agencies, courts having jurisdiction. If leases should be permitted during the last six (6) months of the mineral term herefrom from drilling well boreholes by the order of any duly constituted authority having power to assess jurisdiction thereover, or if leases should be unable during said period to drill well boreholes due to equilibrated pressures in the drilling or completion thereof not being available from any cause, the primary term of this lease shall commence until the 1st month after said order is suspended and/or said equipment is available.

14. This lease and all its terms and conditions shall be binding upon all successors of the lessor and the lessee. Should any one or more of the parties above named as lessor fail to execute this lease, shall nevertheless be binding upon all lessees who do accept it and upon all lessees to whom it may be assigned. To the contrary, it is expressly understood and agreed herein, that the lessor shall not be liable as a participant for the purpose of working homestead, power or testamentary rights of inheritance. If any such claim is made, the lessor shall be relieved of such claim, notwithstanding the transfer of the lessor's interest.

15. Lessee hereby agrees to convey to the title to the land above described as agreed that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, deed or other title on the above described land in the event of default of payment by the lessor and the lessor shall be subrogated to the rights of the holder thereof, the lessor under the terms of this lease.

In witness whereof, we sign this 31st day and year first above written.

X Louis G. Poore SS# 529-68-1489



STATE OF Wisconsin ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota  
COUNTY OF Milwaukee ss. ACKNOWLEDGMENT — INDIVIDUAL  
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19 day of April, 1981, personally appeared Lewis Poore, a/k/a Louis Poore, a/k/a Louis G. Poore, a single man

Notary Public Seal

to me known to be the identical person..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that..... he..... duly executed the same as..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires ✓ My Commission Expires February 7, 1982 — Notary Public

STATE OF ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota  
COUNTY OF ss. ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.

day of 19, personally appeared

and

to me known to be the identical person..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that..... duly executed the same as..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires

Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

ACKNOWLEDGMENT (For use by Corporations)

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_\_.

(SEAL)

Notary Public

My Commission expires \_\_\_\_\_

No. 2157112

FROM

TO

Dated \_\_\_\_\_ 19\_\_\_\_\_.  
No. Acres \_\_\_\_\_

County \_\_\_\_\_  
Town \_\_\_\_\_

This instrument was filed for record on the 2, 7 1981, at 12:12 o'clock P.M., and duly recorded in Volume 16 No. 2, Page 520-522 of the records of this office.

Marieke H. Blodgett  
County Clerk

Deputy

When recorded return to

Walter T. Associates